

BEFORE THE ELECTRICITY OMBUDSMAN (MUMBAI)

(Appointed by the Maharashtra Electricity Regulatory Commission
under Section 42(6) of the Electricity Act, 2003)

REPRESENTATION NO. 65 OF 2026

In the matter of billing and permanent disconnection of supply

Madhav Hari Khatavkar.....Appellant
(Cons. No. 000020187891)

V/s.

Maharashtra State Electricity Distribution Co. Ltd. Thane U Circle.....Respondents
(MSEDCL)

&

Torrent Power Limited (TPL), Distribution Franchisee (Shil-Mumbra-Kalwa)

Appearances:

Appellant : Madhav Hari Khatavkar, Consumer

Respondent: 1. Shubhangi Kumbhare, Addl Executive Engineer, TUC.
2. Anand Baviskar, Billing Manager, TPL.

Coram: Vandana Krishna [I.A.S.(Retd.)]

Date of hearing: 21st July 2026

Date of Order : 31st July 2026

ORDER

This Representation was filed on 19th June 2026 under Regulation 19.1 of the Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum and Electricity Ombudsman) Regulations, 2020 (CGRF & EO Regulations 2020) against the order dated 27th April 2026 passed by the Consumer Grievance Redressal Forum, Thane Urban Circle, Bhandup (the Forum) in Case No. 158 of 2026. The Forum dismissed the grievance application, with the following observations:


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2. *The Forum finds that Torrent Power Ltd. acted in compliance with the Thane Municipal Corporation's safety directive for building demolition, which justified the immediate disconnection without prior individual notice.*
3. *The final meter reading and billing process followed standard mathematical and MERC regulatory principles; therefore, no fraud is established. Also, Torrent Power has waived / corrected the fixed billing charges that were automatically billed subsequent to the removal of meter.*
4. *The request for compensation of ₹30,000 is rejected, as the applicant failed to provide evidence of financial loss or statutory negligence by the Respondent.*

2. Aggrieved by the order passed by the Forum, the Appellant has filed the present representation. An e-hearing was conducted on 21st July 2026 through video conferencing, wherein the Appellant and the Respondent remained present. The parties were heard at length. The Respondent's submissions and arguments are stated as below: *[The Electricity Ombudsman's observations and comments are recorded under 'Notes' where needed.]*

- (i) The electricity distribution network assets and billing operations in the Shil, Mumbra, and Kalwa areas were handed over to Torrent Power Limited (TPL) as the Distribution Franchisee of MSEDCL for a period of 10 years from 01.03.2020 to 28.02.2030. The Superintending Engineer, Thane Urban Circle, Thane, functions as the Nodal Officer for monitoring the franchise operations.
- (ii) The Appellant was a residential consumer (No. 000020187891) from 01.01.1960 to 24.02.2025. This was a G+4 building with about 31 electricity connections, majority residential, which was found to be dangerous by Thane Municipal Corporation. The particulars of the electricity connection, TMC's final demolition notice, disconnection of supply, and other relevant details are as under:

Table 1:


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Name of Consumer	Consumer No.	Address	Sanctioned Load	Date of Supply	Thane Municipal Corporation (TMC)	Final Execution Notice for Disconnection of Supply by TMC	Supply Disconnected
Madhav Hari Khatavkar	000020187891	B-305, Nanik Nivas, Old Mumbai Pune Rd, Kharegaon Naka, Kalwa, Thane	2.40 kW	01.01.1960	Bld declared C-1 Demolition Category on 02.01.2024	21.02.2025	24.02.2025

Maintainability of Grievance:

- (iii) The Representation is not maintainable as the Appellant has failed to establish any "grievance" or "deficiency in service" under the CGRF & EO Regulations, 2020. It was contended that TPL acted strictly in compliance with the statutory directions of Thane Municipal Corporation (TMC) to remove electricity supply for demolition of the unsafe structure. In the absence of any deficiency on its part, the Representation is frivolous, devoid of any cause of action, and an abuse of the quasi-judicial process, particularly as TPL has already responded to more than 40 repetitive emails from the Appellant.

Submissions on Merit:

- (iv) The TMC, by its notice dated 02.01.2024, declared the building as a dangerous C-1 structure and directed disconnection of electricity supply of the building. As a few residents were still staying in the building, the Respondent, TPL informed TMC that supply would be disconnected only upon actual evacuation of occupants and commencement of demolition, subject to 24-hour prior intimation. Upon receipt of the final demolition notice dated 21.02.2025, the supply was permanently disconnected on 24.02.2025 in the presence of TMC officials, and the meter of the Appellant was removed with a final meter reading of 9.7 kWh. *[Note: The Appellant had not been staying in his flat for some time prior to this event.]*
- (v) The final meter reading of 9.7 kWh was automatically rounded off to 10 kWh in accordance with MSEDCL's standard billing system and engineering practice.
- (vi) The Security Deposit refund was processed and the Appellant was informed through emails dated 26.03.2025 and 04.04.2025 to complete the prescribed formalities for electronic refund. The final bill was issued on 23.04.2025 and was


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paid by the Appellant on the same day. Billing in the franchisee area is carried out strictly as per the MERC Tariff Regulations and MSEDCL's billing system being Franchisee of MSEDCL.

- (vii) **The Respondent contended that the disconnection was carried out pursuant to TMC's statutory demolition directions and not on account of payment default. Therefore, the notice contemplated under Section 56 of the Electricity Act, 2003 was not applicable.** The action was also consistent with MSEDCL's guidelines dated 28.06.2023 and Section 53 of the Electricity Act, 2003 relating to public safety.
- (viii) The Appellant was fully aware of the demolition proceedings initiated by TMC. The removal of the meter and network was undertaken solely to ensure public safety during demolition.
- (ix) The Respondent relied upon the principle '*Salus Populi Suprema Lex*' (the welfare of the people is the supreme law) and stated that public safety necessarily prevails over individual contractual rights in the case of dangerous C-1 buildings.
- (x) The Respondent denied the Appellant's contention that this was a temporary disconnection, submitting that once the building was demolished, the original point of supply ceased to exist. Accordingly, the removal of the meter pursuant to municipal demolition constituted permanent disconnection, resulting in termination of the supply agreement.
- (xi) The Appellant filed a grievance with the Forum on 13.03.2026 (after 11 months of the final bill payment). The Forum dismissed the grievance application, observing that the Respondent had lawfully disconnected the supply in compliance with TMC's demolition directive, the final billing and meter reading were carried out in accordance with standard billing practices and MERC Regulations, the post-removal fixed charges had been waived/corrected, and the Appellant failed to establish any negligence or financial loss warranting compensation. The Forum had already protected the consumer's interest by directing waiver of post-removal fixed charges. The Forum rightly appreciated the facts, found no deficiency in service or Standards of Performance lapse, directed waiver of the post-removal administrative charges, and correctly dismissed the remaining claims.


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- (xii) The Respondent relied upon settled legal principles and judicial precedents to contend that actions taken in compliance with statutory directions of the municipal authority do not constitute negligence or deficiency in service. It was further stated that the Appellant failed to establish any actual financial loss or entitlement to compensation under Section 43 of the Electricity Act, 2003.
- (xiii) Accordingly, the Respondent prayed that the Representation be dismissed, the Forum's order dated 26.04.2026 be upheld, and it be declared that no deficiency in service or Standards of Performance lapse is attributable to Torrent Power Ltd.

3. The Appellant's submissions and arguments are stated as below:

- (i) The Appellant stated that the Thane Municipal Corporation (TMC) initially declared the building unsafe for residential occupancy on 06.11.2023 and subsequently classified it as a dangerous structure by issuing directions on 02.01.2024. Despite these directions, the Respondent did not disconnect the electricity supply until 24.02.2025. *[Note: At that point of time the Respondent was not staying in the building. He contended that he had zero consumption, and that wrongful fixed charges were levied.]* The Appellant alleged that the delay was not bona fide and, while refraining from attributing any specific reason, contended that the Respondent acted under certain external influence or pressure. It was further alleged that the Respondent deliberately continued the electricity supply only to recover electricity charges (fixed charges in the case of the Appellant) and that its subsequent contention that the disconnection was carried out solely as a safety measure is untenable. According to the Appellant, if public safety had genuinely been the Respondent's primary concern, the electricity supply ought to have been disconnected immediately upon receipt of TMC's directions. However, **the supply was ultimately disconnected only on 24.02.2025 without any prior intimation by telephone, email, or written notice**, which the Appellant contended was contrary to the provisions of the Electricity Act, 2003. The Appellant therefore argued that the Respondent's conduct in continuing the supply for more than a year after TMC's directions, followed by a sudden disconnection without notice, was arbitrary, inconsistent, and legally unsustainable.


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- (ii) Despite repeated requests, TPL failed to produce any proof of having served a disconnection notice. He also contended that TPL initially treated the disconnection as "temporary" and **continued issuing monthly bills with fixed charges, thereby intending to recover additional revenue.** *[Note: Initially, fixed charges were billed for the months of April 2025. Later they were waived after the Forum's order.]* Subsequently, during the proceedings before the CGRF, TPL described the same disconnection as "permanent", which, according to the Appellant, was contradictory and unjustified. The Appellant argued that there is no distinction between temporary and permanent disconnection under the applicable electricity laws and that once the building had been declared unsafe and the meter removed, there was no justification for continuing to issue electricity bills.
- (iii) The Appellant also questioned the correctness of the final meter reading. He stated that while the meter remained in TPL's custody after disconnection on 24.02.2025, the final bill reflected a reading of 9.7 kWh, although previous bills recorded only whole-number readings. According to the Appellant, no consumption was possible after disconnection, and the recording of a decimal reading indicated manipulation or fraud. He further contended that MSEDCL's billing practice records meter readings only in whole units and that TPL failed to justify the adoption of a decimal reading in the final bill.
- (iv) The Appellant filed the grievance application before the Forum on 13.03.2026 which was wrongly dismissed, as the Forum failed to appreciate the core issues, namely that the Respondent disconnected the electricity supply without issuing any prior notice, **continued to raise bills including progressively increasing fixed charges despite there being no consumption,** and adopted contradictory stands by treating the disconnection as both permanent and temporary without any justification.
- (v) The Appellant further alleged that the Respondent intentionally retained the electricity meter in its custody and treated the supply as temporarily disconnected in order to continue levying fixed charges for several months. It was also contended that, despite the Appellant's request for permanent disconnection, the Respondent took nearly two months to issue the final bill, whereas the same ought to have been issued immediately after the disconnection of supply. When asked during the hearing in more detail about


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his grievance, he said that left to itself, TPL would have continued billing him fixed charges for much longer even after disconnection.

- (vi) The Appellant prayed that the Respondent, TPL, be directed to pay compensation of ₹30,000 towards the alleged mental harassment and inconvenience caused by issuance of electricity bills after physical disconnection of supply.

Analysis and Ruling

4. Heard the parties and perused the documents on record.

5. The principal grievance of the Appellant is that the Respondent continued the electricity supply after the Thane Municipal Corporation (TMC) declared the building as a dangerous C-1 structure on 02.01.2024 and directed disconnection of electricity supply of the building. The Respondent disconnected the supply without prior notice, initially treated the disconnection as temporary and later as permanent, and continued issuing bills including fixed charges.

6. The records show that TMC declared the building as a dangerous C-1 structure and issued the final execution notice dated 21.02.2025 for demolition. Pursuant thereto, the Respondent permanently disconnected the electricity supply and removed the meter on 24.02.2025 in the presence of TMC officials with a final meter reading of 9.7 kWh before demolition. The final bill was thereafter issued and the Security Deposit refund was processed.

7. The Appellant's contention that the Respondent ought to have disconnected the supply immediately upon TMC's notice dated 02.01.2024 is misconceived. A declaration of a building as dangerous does not automatically require immediate disconnection where occupants continue to reside therein. There have been many instances where residents drag on their occupation for as long as possible, and hence expect electricity supply to continue till the very last minute, considering it as their right as a basic service. The Respondent had informed TMC that the supply would be disconnected upon evacuation of the occupants and commencement of demolition. The action adopted by the Respondent appropriately balanced public safety with continuity of essential electricity supply until demolition. The Respondent, therefore,


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cannot be faulted for continuing supply before demolition and disconnecting it when demolition was actually undertaken.

8. The contention that a notice under Section 56(1) of the Electricity Act, 2003 was mandatory is equally untenable. Section 56(1) applies only to disconnection for non-payment of electricity dues, whereas the present disconnection was carried out pursuant to statutory directions of TMC in the interest of public safety. Consequently, the provisions of Section 56(1) have no application in the present case.

9. The Appellant's allegations that the Respondent deliberately delayed disconnection to recover additional revenue, acted under external influence, manipulated the final meter reading of 9.7 kWh, or adopted contradictory stands regarding temporary and permanent disconnection are unsupported by any documentary or technical evidence. Mere allegations, conjectures or suspicions cannot constitute proof of deficiency in service. The Respondent has satisfactorily explained that the electronic meter recorded consumption with decimal accuracy and that the billing software rounded off the reading in accordance with its standard billing practice. Further, irrespective of the terminology used in correspondence, the undisputed facts establish that the meter was removed, the point of supply ceased to exist after demolition, the final bill was issued and the security deposit refund was processed, clearly establishing permanent cessation of supply without causing any legal prejudice to the Appellant.

10. When probed during the hearing, the Appellant stated that his grievance related to the suspicion that TPL would have continued to levy fixed charges, had he not insisted on permanent disconnection. The Forum has already granted appropriate relief by directing waiver/correction of the post-removal fixed charges, which has been complied with by the Respondent. Beyond this limited billing correction, the Appellant has failed to establish any negligence, deficiency in service or violation of the Standards of Performance. Likewise, the claim for compensation of ₹30,000/- is wholly unsupported, as no actual loss or legal entitlement to compensation has been established.

11. The record further reveals that the Appellant has repeatedly raised substantially identical allegations despite detailed replies from the Respondent and a reasoned order of the


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Forum. The present Representation merely reiterates the same issues without disclosing any legal or factual error warranting interference.

12. Regulation 19.25 of the MERC (CGRF & EO) Regulations, 2020 empowers the Electricity Ombudsman to reject a representation at any stage if it is found to be frivolous, vexatious or mala fide, without sufficient cause, or where no prima facie loss, damage or inconvenience has been caused to the complainant. The Regulation 19.25 is reproduced as below:

19.25 The Electricity Ombudsman may reject the representation at any stage, if it appears to him that the representation is:

- (a) frivolous, vexatious, mala fide;*
- (b) without any sufficient cause;*
- (c) There is no prima facie loss or damage or inconvenience caused to the Complainant.*

13. The present Representation squarely falls within the ambit of Regulation 19.25. We therefore, find no illegality, perversity or jurisdictional error in the impugned order of the Consumer Grievance Redressal Forum warranting interference under the MERC (Consumer Grievance Redressal Forum and Electricity Ombudsman) Regulations, 2020.

14. In view of the above, the Representation is dismissed. Considering that it is founded on unsubstantiated allegations and repetitive contentions already adjudicated by the Forum, the Appellant is directed to pay costs of Rs. 1000/- to this office within 30 days from the date of this Order.

15. The Representation stands disposed of accordingly.

Sd/
(Vandana Krishna)
Electricity Ombudsman (Mumbai)


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Secretary
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